

03-26-2003

Form PTO-1594 **3-24-03** RE
 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2001)
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102400585

U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Caresoft, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-California
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: December 17, 2002

2. Name and address of receiving party(ies)

Name: The Ascent Group, LLC

Internal

Address: 4th Floor

Street Address: 41 West 57th

City: New York State: New York Zip: 10019

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/807,184

B. Trademark Registration No.(s)

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brent D. Sanders

Address: 1201 Third Avenue, 40th Floor

40th Floor

City: Seattle State: WA Zip: 98199

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit amount

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Brent D. Sanders

Name of Person Signing

Signature

Date

March 18, 2003

Total number of pages including cover sheet, attachments, and documents:

4

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Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademark, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002699 FRAME: 0320

CERTIFICATE OF SALE
[CALIFORNIA COMMERCIAL CODE § 9610]

Pursuant to § 9610 of the California Commercial Code, and in consideration of the sum of \$2,000.00, plus reimbursement of Seller's attorney fees and costs (the "Purchase Price") the receipt of which is hereby acknowledged, **Silicon Valley Bank** (hereinafter "Seller") does hereby sell, transfer and deliver to **The Ascent Group, LLC** (hereinafter "Purchaser"), the following:

Seller sells, transfers and delivers to Purchaser all of the rights of Caresoft, Inc. (hereinafter "Debtor") to certain of the assets of Debtor (the "Purchased Assets"), which are more particularly described in Exhibit A hereto; and

The sale transfers to Purchaser all of Debtor's right, title and interest in and to the Purchased Assets, including all the goodwill associated therewith and that portion of its business relating specifically to the Purchased Assets, namely the Domain Names, free and clear of any and all security interests of Seller and any security interest or lien subordinate thereto. Seller warrants that it holds a valid first priority perfected security interest in and to Debtor's interest in the Purchased Assets pursuant to a certain UCC-1 filing in the State of California, as may have been amended from time-to-time. With respect to the Domain Names designated in Exhibit A, Seller will cooperate reasonably with Purchaser at Purchaser's expense in taking all steps necessary in order to effect the transfer of the Domain Names from the Debtor (who is the recorded owner of the Domain Names) to Purchaser, including responding to all reasonable requests from Network Solutions, Inc., which is the registrar for the Domain Names.

AS BETWEEN SELLER AND PURCHASER, THE PURCHASED ASSETS ARE SOLD "AS IS," "WHERE IS," AND "IF IN," WITH ALL FAULTS. EXCEPT AS HEREIN PROVIDED, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, POSSESSION, QUIET ENJOYMENT OR TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE OR TRADE PRACTICE. AS BETWEEN SELLER AND PURCHASER, PURCHASER ACCEPTS ALL RISKS OF TRANSFER OF OWNERSHIP, ASSIGNMENT OR USE OF THE PURCHASED ASSETS.

Purchaser acknowledges that it has not relied upon any representations of Seller, except as may specifically be provided herein, and that it has examined the validity, quantity, quality and value of the Purchased Assets and has accepted the same without recourse to Seller. Purchaser further acknowledges that it is a merchant of the goods relating to the Purchased Assets, as that term is defined in the Uniform Commercial Code.

THE MONEYS RECEIVED BY SELLER UNDER THIS AGREEMENT DO NOT INCLUDE ANY ASSUMPTION BY SELLER OF ANY RISK OF PURCHASER OF ANY ACTUAL DAMAGES IN EXCESS OF THE PURCHASE PRICE, AS DEFINED HEREIN, OR OF ANY CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY

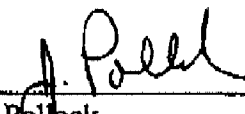
LOSS OF PROFITS, OR OTHERWISE. ACCORDINGLY, SELLER SHALL NOT BE LIABLE TO PURCHASER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE PURCHASE PRICE OR FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL EXEMPLARY, OR RELIANCE DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT MAY AN ACTION BE FILED ON ANY CLAIMS ARISING OUT OF THIS AGREEMENT LATER THAN 90 DAYS AFTER THE DATE OF EXECUTION HEREOF.

As between Seller and Purchaser only, in addition to all the consideration paid hereunder, Purchaser shall be liable for all sales, use or property taxes, and shall hold Seller harmless from any cost relating thereto.

All aspects of this agreement, including construction, validity and performance of this agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The Purchaser agrees to submit to the exclusive jurisdiction of the state and Federal courts located in Santa Clara County, State of California.

Executed at Santa Clara, California this 17th day of December 2002.

SILICON VALLEY BANK

By: 
John Pollock
Its: Vice-President

THE FOREGOING IS AGREED AND ACCEPTED

Purchaser
The Ascent Group, LLC

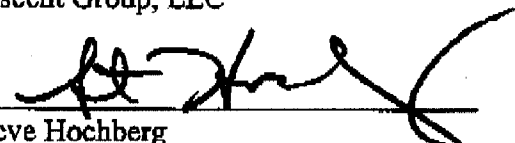
By: 
Steve Hochberg
Its: Managing Membe

EXHIBIT A
Registered Trademarks

THE DAILY APPLE	2,463,152
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Pending Trademarks

DAILYAPPLE.COM	75/806604
DAILYAPPLE.COM	75/806603
DAILYAPPLE.COM	75/806602
DAILYAPPLE.COM	75/806601
DAILYAPPLE.COM	75/806600
THEDAILYAPPLE	78/025734
MYDAILYAPPLE.COM	75/807186
MYDAILYAPPLE.COM	75/807185
MYDAILYAPPLE.COM	75/807184
MYDAILYAPPLE.COM	75/807183
MYDAILYAPPLE.COM	75/807182
MY DAILY APPLE	75/807149
MY DAILY APPLE	75/807148
MY DAILY APPLE	75/807147
MY DAILY APPLE	75/807146
MY DAILY APPLE	75/807145
THE DAILY APPLE	75/807111
MY DAILY APPLE	75/807109
MY DAILY APPLE	75/807108
MY DAILY APPLE	75/807107
DAILY APPLE	75/807079
DAILY APPLE	75/807078
DAILY APPLE	75/807077
DAILY APPLE	75/807076
DAILY APPLE	75/807075
DAILYAPPLE.COM	75/806604
DAILYAPPLE.COM	75/806603
DAILYAPPLE.COM	75/806602
DAILYAPPLE.COM	75/806601
DAILYAPPLE.COM	75/806600

DOMAIN NAMES

THEDAILYAPPLE.COM
MYDAILYAPPLE.COM
THEDAILYAPPLE.NET
DAILY-APPLE.NET
DAILYAPPLE.ORG
MYDAILYAPPLE.NET

DAILY-APPLE.ORG
MYDAILYAPPLE.ORG
THEDAILYAPPLE.ORG
THEDAILYAPPLE.ORG
DAILYAPPLE.COM

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RECORDED: 03/24/2003

TRADEMARK
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